

SUPERIOR COURT OF ARIZONA

REQUEST FOR PROPOSAL
FOR
ELECTRONIC MONITORING

F-3

DUE DATE:
2:00 P.M.
OCTOBER 2, 2003
125 W. WASHINGTON, LL
PHOENIX, ARIZONA

PRE-PROPOSAL CONFERENCE
SEPTEMBER 18, 2003
1:00 P.M.
TANG CONFERENCE ROOM
3RD FLOOR LAW LIBRARY
101 W JEFFERSON
PHOENIX, ARIZONA

CALL FOR PROPOSALS FOR: **ELECTRONIC MONITORING SERVICES**

Notice is hereby given that sealed proposals will be received by the Contracts Office, Superior Court of Arizona in Maricopa County, 125 W Washington, Phoenix, Arizona 85003, until 2:00 P.M. /M.S.T. on **October 2, 2003** for the furnishing of the following for Superior Court of Arizona in Maricopa County (Court), and the proposals will be opened by the Contracts department or their designated representative at an open, public meeting at the above time and place.

A Pre-proposal conference will be on **SEPTEMBER 18, 2003** in the TANG Conference Room at 101 W Jefferson, at 1:00 p.m.

Specifications are attached.

All items contained in the instructions to Offerors are applicable in preparing proposals for the material covered by this call for proposals.

This call for proposals is for awarding a purchasing contract to cover the period two (2) year(s) from date of award, with an option to renew under the same terms and conditions for an additional three (3) one (1) year - terms.

All proposals must be signed, sealed and addressed to the Contracts Office, Superior Court of Arizona in Maricopa County, 125 W Washington, 3RD Floor Suite 318, Phoenix, Arizona 85003 no later than **2:00 OCTOBER 2, 2003** and marked **"F-3 PROPOSALS FOR ELECTRONIC MONITORING SERVICE/EQUIPMENT FOR SUPERIOR COURT"**.

The Judicial Procurement Code" ("The Code") governs this procurement and is incorporated by this reference.

Publication Dates: September 4 & 11, 2003

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY SUPERIOR COURT OF ARIZONA, IN MARICOPA COUNTY,
CONTRACTS OFFICE

INQUIRIES:

POLLIE COONS

TELEPHONE: (602) 506-8124
FAX: 602-506-3134

ELECTRONIC MONITORING SERVICE FOR SUPERIOR COURT

- A. This is a request for proposal (RFP) to determine cost and other information associated with the contracting for the implementation of a countywide Electronic Monitoring Program (EM) for the Pretrial Services Division (PS) and other divisions of the Adult Probation Department (APD) for Maricopa County Superior Court (Court).
- B. The term county wide EM program includes:
1. Radio frequency, continuous signaling equipment (RF) with optional alcohol testing component, and
 2. Voice recognition/voice identification (VV).

1.0 INTENT:

The intent of this call for proposals is to award a contract(s) to the lowest responsive/responsible Offeror(s) for Electronic Monitoring services, as defined in the technical specifications. The Court reserves the right to award this contract to multiple Offerors.

2.0 TECHNICAL SPECIFICATIONS:

The basic requirements of the EM program are grouped under the two systems being reviewed. This includes B.1 RF, and B.2 VV. If the vendor believes there is anything that should be included as a mandatory minimum requirement in an electronic monitoring system that is not specifically listed in this RFP, the vendor shall so note in the submission and include the addition in the bid.

2.1 RADIO FREQUENCY

- A. The vendor shall furnish all necessary equipment, supplies, hardware, software, reports, training, support, and maintenance for monitoring defendants countywide. All equipment shall be of the same type and model and from the same manufacture unless expressly approved by the PS/APD. The vendor shall specify its policy and costs associated with replacement of lost or stolen tools, tool kits, and monitoring equipment.
- B. The vendor shall have a formal quality control program in place that will provide assurance of the services detailed in the RFP. A copy of the quality control program for equipment and monitoring services shall be submitted with the proposal. ISO 9001 is the preferred quality program for manufacturing.
- C. The vendor shall provide initial and subsequent training, as requested for PS/APD staff and provide regular technical updates at no expense to PS/APD.
- D. The vendor must provide a twenty-four (24) hour, fully staffed and trained monitoring center that is operational seven (7) days per week. The monitoring system shall have a back up system, access to an alternative power source and a secured environment.
- E. The vendor shall provide for trained and certified technical staff support to PS/APD staff (24) hours per day, seven (7) days per week via a toll free line for technical assistance, programming, scheduling and terminations. Some of these functions can be web based. The vendor's employees must be acceptable to PS/APD. The vendor shall not employ anyone currently under the supervision of a local, county, State, or Federal criminal justice agency. The vendor shall be responsible for conducting a criminal background check on each employee (when hired or annually) and shall provide this information to APD upon request.
- F. The system shall use standard telephone lines, wireless cellular telephones or both to communicate between the individual transmitter/received units and the host central computer.
- G. All electronic supervision equipment shall be installed and removed by PS/APD staff, contractor, or the client depending on the equipment specifications and security level of the client. In all cases, however, only PS/APD staff will install the transmitter.
- H. The vendor shall have a system to save and archive the monitoring records generated from the computer-based system for a minimum period of five (5) years. Confidentiality of program clients' records and data shall not be compromised or altered.
- I. The vendor shall provide only serviceable equipment that has been checked for quality control on all units prior to shipping. The vendor shall repair or replace all defective equipment within 5 working days.
- J. The vendor shall provide all essential equipment and tool kits (if required) needed for operation and maintenance of equipment in all field offices.
- K. The vendor shall pay ~~all~~ shipping costs of all units and supplies upon contract award and at the time of maintenance and replacement.

ELECTRONIC MONITORING SERVICES

- L. The RF system shall contain a battery back up system in the event of loss of AC power. The battery shall hold all information after a loss of power for up to twenty-four (24) hours and shall be capable of supporting all features.
- M. The RF system shall have the capability to store statuses for later reporting during periods of loss of power or telephone services.
- N. The RF system shall be an active radio frequency transmission system that can easily be located in the defendant's home and be able to report the status of the client as well as tamper attempts.
- O. The RF system shall have the ability to record, store, and notify PSA staff of all statuses daily. Incidents and violations shall be reported immediately by selected means (fax, text messaging, internet, e-mail or voice telephone).
- P. The RF system shall monitor and report the date and time of statuses, incidents, and violations to the monitoring center a specified time frames.
- Q. The system shall record and report the following statuses, incidents, and violations.
 - 1. Time and date of defendant arrival and departure.
 - 2. Tamper and/or removal of transmitter.
 - 3. Tamper and/or removal of the monitoring unit.
 - 4. Telephone service interruption (connects and disconnect).
 - 5. Electronic power interruptions (connect and disconnect).
 - 6. Battery low on transmitter or monitoring unit.
 - 7. Periodic check of monitoring equipment.
 - 8. Random and/or scheduled calls.
 - 9. Results of alcohol detection device.
- R. The system shall be capable of seizing a telephone line when it is not use, and if the line is in use, will alert the person on the line by indicator beeps it needs to use the phone line.
- S. The system shall have a diagnostic function for officers, requiring a key to examine if the unit is programmed, the ranges, tampering and power connections.
- T. The system shall be user friendly; i.e. officers by following instructions can install equipment and make the unit operational.
- U. The system shall include a waterproof and shock resistant device securely worn by the defendant on the ankle or wrist that will positively identify the defendant and report the status of the device every sixty (60) seconds.
- V. The monitoring device shall report any tamper with the unit or/ or device worn by the defendant immediately upon the tamper occurring, and continue to report his condition daily until an authorized person resets the unit.
- W. The vendor shall provide PS/APD with eight (8) drive-by state of the art, digitized mobile surveillance units at no additional cost to PS/APD.
- X. The remote alcohol detection device shall be able to be integrated with electronic supervision equipment or function as a stand-alone unit. The alcohol detection device will contain tamper resistant features and is required to have a backup battery to allow continued use during a loss of power.

2.2 VOICE VERIFICATION/VOICE

- A. The vendor shall furnish all necessary equipment, supplies, hardware, software, reports, training, support, and maintenance for monitoring.
- B. The vendor shall provide initial and subsequent training, as requested for PS/APD staff and provide regular technical updates, at no expense to PS/APD.
- C. The vendor shall provide a twenty-four (24) hour, fully staffed and trained monitoring center, and operational seven (7) days per week. The monitoring system shall have a back up system and a secured environment.
- D. The vendor shall provide trained technical staff support to PS/APD staff twenty four (24) hours per day, seven (7) days per week via a toll free means for technical assistance, programming, scheduling and terminations.
- E. The vendor shall have system save and archive the monitoring records generated from the computer-based system for a minimum period of five (5) years. Confidentiality of program client's records and data shall not be compromised or altered.
- F. The voice verification system shall have the capability to do random and scheduled calls as well as voice verification confirmation call back of the client when incidents and violations are reported.

ELECTRONIC MONITORING SERVICES

- G. The monitoring system shall have the ability to record, store and notify PS/APD staff of all statuses daily. Incidents and violations shall be reported by selected means (fax, digital pager, internet, e-mail or voice telephone)
- H. The monitoring system shall monitor and report the date and time of statuses, incidents, and violations to the monitoring center at specified time frames.
- I. The system shall be capable of seizing a telephone line when it is not in use, and if the line is in use, will alert the person on the line by indicator beeps if it needs to use the phone line.
- J. The system shall be user friendly.

2.3 OPTIONAL ELECTRONIC MONITORING SYSTEM ITEMS

PS/APD is seeking **options** to the electronic monitoring system including, but not limited to, the options listed below. The optional items are listed under the two systems being reviewed. Please list any and or all options you as the vendor currently have available along with the price for each option. The price of any option shall not be included in the base price. APD is not obligated to accept any and or all options from the Vendor.

- A. The electronic monitoring system may have a multiple means for simultaneous monitoring of clients and be selectable on an individual basis by the supervising officer.
- B. The electronic monitoring system may contain a built in alcohol detection device as one component of selectable monitoring options.
- C. For clients without telephone service wireless cellular electronic monitoring equipment as one component of selectable monitoring options.
- D. The system may provide for a shared or linked information database to the PS/APD data base system for statistical information collection and reporting.

2.4 REPORTING:

In order to assist in the management of Electronic Monitoring assignments, Electronic Monitoring Offeror agrees to keep detailed work records. All records shall be made available to the Contracts Office, for inspection and copying upon request. Electronic Monitoring Offeror shall file a monthly report with Electronic Monitoring Manager, for the proceeding month, listing the assignments made and date.

2.5 EVALUATION TESTING:

The Offeror shall provide to the Court a "Test System" which will consist of six (6) units. The system will be comprised of three (3) regular RF units, one breathalyzer, one cellular unit and one drive-by unit. The test will be used to determine reliability, ease of use by field personnel, content data of reports and the timeliness of reporting capabilities. The test will be at no charge to the Court. Testing period will last approximately six (6) weeks. The Offeror will be given ten days notification of their assigned time and date for the testing.

2.6 REQUIRED REQUEST FOR PROPOSAL RESPONSE FORMAT:

A. Letter of Transmittal (Limit to two pages)

Letter must include:

- Statement of Offeror's understanding of services required by RFP. Explain how they would provide these services to the Court.
- Names and titles of individuals authorized to represent the Offeror.

B. Profile of Offeror

Include a profile which details:

- Identify whether or not firm is a local, regional, national or international firm.
- List of names and titles of members, partners, management and staff of the Offeror's firm that will be associated with the Court should Offeror receive the award.
- Length of time firm has been in business; provide any names that the Offeror has been operating under.
- Location of main office from which services are to be generated from in association with a possible contract.
- Offeror must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Provide references similar in scope to the services being requested by the Court..

- **Your most recent 10-year history of civil litigation, criminal investigations, charges or pending lawsuits.**

C. List of all equipment to be provided by Offeror; indicate what if any requirements the Court needs to make to facilitate operation during testing period.

2.7 DEFINITIONS:

- A. Attachment – means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. Contract – means the combination of the Solicitation, including the Uniform and Special instructions to the Offerors, and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. Contract Amendment – means a written document signed by the Contracts Officer that is issued for the purpose of making changes in the Contract.
- D. Contractor - means any person who has a Contract with the State.
- E. Days - means calendar days unless otherwise specified.
- F. Program – A collection of monitoring and service activities tailored to specific applications for adults, juveniles, funding models, or jurisdictions.
- G. Monitoring -. A method for sending and receiving status information between a remote monitors center(s) and an individual(s).
- H. Service - Related value added functionality or products or assistance, such as non-essential notices, reports, training, troubleshooting, customer care, etc.
- I. Testing: A six (6) week program designed to test the suitability and operational issues of the proposed system. The Offeror will provide equipment at no charge until approved by department.

3.0 STANDARD TERMS AND CONDITIONS

3.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Offerors signify their understanding and agreement by signing this document, that the contract resulting from this proposal will be a requirements contract. The contract shall be on an as needed, if needed basis. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the Offeror awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

3.2 CONTRACT LENGTH:

This call for Proposals is for awarding a purchasing contract to cover a two (2) year period.

3.3 OPTION TO EXTEND:

The Court may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of ~~three~~ (3) one (1) year options. The Contractor shall be notified in writing by the Contracts Office, Court of Arizona, of the intention to extend the contract period at least thirty- (30) calendar days prior to the expiration of the original contract period.

3.4 ESCALATION:

Any requests for price adjustments must be submitted thirty- (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the Phoenix, Metropolitan Price Index as reported for "Arizona Business" as published by the Center for Business Research, Arizona State University of Business, Tempe, Arizona, 85287-4406, Telephone (602) 956-3961 per contract period and must be approved in writing by the Court prior to any adjusted invoicing being submitted for payment.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Court may terminate the resultant agreement for convenience by providing thirty - (30) calendar days advance

ELECTRONIC MONITORING SERVICES
notice to the vendor.

3.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the Court, that the Offeror has failed to remedy the problem after being forewarned.

3.7 TERMINATION BY THE COURT:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Court may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, the Court may terminate this Agreement. Prior to termination of this Agreement, the Court shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.8 NON-AVAILABILITY OF FUNDS:

The Offeror recognizes that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Offeror and the Court herein recognized that the continuation of any contract after the close of any given fiscal year of the Court which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the Court providing for or covering such contract item as an expenditure therein. No liability shall accrue to the Court or the State of Arizona in the event this provision is exercised, and neither the Court nor the State of Arizona is obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be Court employees, and that no rights of Court civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Court harmless with respect thereto.

3.10 INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

3.11 INSURANCE REQUIREMENTS:

ELECTRONIC MONITORING SERVICES

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|----------------------------------------------------|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".***

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. Policy shall contain a waiver of subrogation against the State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.
 - c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after fifteen (15) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not

require a formal Contract amendment, but may be made by administrative action.

- H. **EXCEPTIONS:** In The event the contractor or sub-contractor(s) are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) are a State of Arizona agency, board, commission, or university then none of the above shall apply.

3.12 **CHANGE ORDERS:**

The Court may institute non-material changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposal.

3.13 **ADDITIONS/DELETIONS OF SERVICE:**

The Court reserves the right to add and/or delete non-material services to this contract.

3.14 **INCORPORATION OF PROPOSAL INTO THE CONTACT:**

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

3.15 **AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

3.16 **CONTRACT COMPLIANCE MONITORING:**

The Contracts Office and Court Administration shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Offeror shall make available for inspection and/or copying by the Court, all records and accounts relating to the work performed or the services provided in this Contract.

3.17 **SEVERABILITY:**

Any provision of this contract, which is determined to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

3.18 **CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

3.19 **COMPLIANCE WITH THE EXECUTIVE ORDER 95-4**

The Offeror shall comply with the Executive order 95-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Offeror shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

3.20 **NON-COLLUSION:**

The Offeror expressly warrants and certifies that neither the Offeror nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Proposal.

3.21 **COVENANT AGAINST CONTINGENT FEES:**

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

ELECTRONIC MONITORING SERVICES

excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach of violation of this warranty, the Court shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.22 **SUBCONTRACTING ASSIGNMENT:**

The Offeror may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the Court.

3.23 **FINANCIAL STATUS:**

All Offerors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the Court shall be sufficient grounds for the Court to reject a proposal, and/or to declare an Offeror non-responsive and/or non-responsible, as those terms are defined in the Judicial Procurement Code.

If a Offeror is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the Offeror must provide the Court with that information as part of its proposal/quote. The Court may consider that information during evaluation of the proposal/quote. The Court reserves the right to take any action available to it if it discovers a failure to provide such information to the Court is a proposal/ quote, including, but not limited to, determination that the Offeror should be declared non-responsive and/or non-responsive, and suspension or debarment of the Offeror, as those terms are defined in the Judicial Procurement Code.

By submitting a proposal/quote in response to this solicitation, the Offeror agrees that, if, during the term of any contract it has with the Court, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the Court with a written notice to that effect, and will provide the Court with any relevant information it requests to determine whether the Offeror will meet its obligations to the Court.

3.24 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the Court may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Court is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. §38-511 the Court may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Court from any other party to the contract arising as the result of the contract.

3.25 **RETENTION OF RECORDS:**

Pursuant to A.R.S. §§35-214 and 35-215, the Offeror shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this proposal/contract. All records shall be subject to inspection and audit by the State of Arizona or any division or agency thereof (the State including the Court) at reasonable times.

3.26 **ADEQUACY OF RECORDS:**

If the Offerors books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided; the Vendor shall reimburse the Court for the services not so adequately supported and documented.

3.27 AUDIT DISALLOWANCES:

If at any time it is determined by the Contracts Office that a cost for which payment has been made is a disallowed cost, the Contracts Office shall notify the Offeror in writing of the disallowance and the required course of action, which shall be at the option of the Contracts Office either to adjust any future claim submitted by the Offeror by the amount of the disallowance or to require repayment of the disallowed amount by the Offeror forthwith issuing a check payable to Court.

3.28 P.O. CANCELLATION LANGUAGE:

The Contracts Office reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Court agrees to reimburse the Offeror but only for actual and documentable costs incurred by the Offeror due to and after issuance of the Purchase Order. The Court will not reimburse the Offeror for any costs incurred after receipt of the Court's notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Offeror agree to accept verbal notification of cancellation from the Contracts Office with written notification to follow. By submitting a proposal in response to this solicitation, the Offeror specifically acknowledges to be bound by this cancellation policy.

3.29 REFERENCES:

Offeror must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Provide references similar in scope to the services being requested by the Court.

3.30 PROPOSAL PROTESTS AND DISPUTE RESOLUTION:

The Judicial Branch Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for proposals must be filed with the Contracts Officer as follows:

1. Filing of a Protest.

- A. Any interested party may protest a request for proposal issued by the Judicial Branch, or the proposed award or the award of a Judicial Branch contract.
- B. Content of protest. The protest shall be in writing and shall include the following information:
 - 1. The name, address and telephone number of the protester;
 - 2. The signature of the protester or its representative;
 - 3. Identification of the purchasing agency and the request for proposal number;
 - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
 - 5. The form of relief requested.

2. Time for Filing Protests.

- A. Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the request for proposal opens shall be filed before the request for proposal opens. Protests based upon alleged improprieties in a request for proposal that are apparent before the request for proposal closes shall be filed before the request for proposal closes. In procurements requesting proposals, protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of proposal following the incorporation.
- B. In cases other than those covered in subsection (A) of this rule, protests shall be filed within ten days after the protester knows or should have known the basis of the protest, whichever is earlier with the Contracts Officer.
- C. The protester shall give notice of the protest to the Court Administrator for General Jurisdiction Trial Courts within a reasonable time.
- D. If the protester shows good cause, the Contracts Officer of the contracting agency may consider any protest that is not filed timely.
- E. The Contracts Officer shall immediately give notice of the protest to all interested parties.

1. Stay of Procurements during Protest. If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless Court Administrator for General Jurisdiction Trial Court stays the contract award or performance on determining in writing that there is a

reasonable probability that the protest will be sustained or that stay is not contrary to the best interests of the Judicial Branch.

2. Confidential Information.

A. Material submitted by a protester shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law as determined pursuant to A.R.S. §§ 41-2533(D) or 41-2534(D)

B. If the protester believes the protest contains material that should be withheld, a statement advising the Contracts Officer of this fact shall accompany the protest submission.

3. Decision by Contracts Officer.

A. The Contracts Officer of the purchasing agency shall issue a written decision within 14 days after a protest has been filed. The decision shall contain an explanation of the basis of the decision and a statement that the decision may be appealed to the Court Administrator for General Jurisdiction Trial Court within five days from receipt of the decision.

B. The Contracts Officer shall furnish a copy of the decision to the protester, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. The time limit for decisions set forth in subsection A of this section may be extended by the Court Administrator for General Jurisdiction Trial Court for good cause for a reasonable time not to exceed 30 days. The Court Administrator for General Jurisdiction Trial Court shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

D. If the Contracts Officer fails to issue a decision within the time limits set forth in subsection A and C of this section, the protester may proceed as if Contracts Officer had issued an adverse decision.

4. Remedies.

A. If Contracts Officer of the purchasing agency sustains the protest in whole or part and determines that the request for proposal award does not comply with the procurement statutes and regulations, the officer shall implement an appropriate remedy.

B. In determining an appropriate remedy, Contracts Officer shall consider all the circumstances surround the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the government, the urgency of the procurement, and the impact of the relief on the purchasing agency's mission.

C. An appropriate remedy may include one or more of the following:

1. Decline to exercise an option to renew under the contract;
2. Terminate the contract;
3. Amend the solicitation;
4. Issue a new solicitation;
5. Award a contract consistent with procurement statutes and regulations; or
6. Such other relief as is determined necessary to ensure compliance with procurement statutes and regulations.

5. Appeals to the Court Administrator for General Jurisdiction Trial Court.

A. An appeal from a decision entered or deemed to be entered by the Contracts Officer shall be filed with the Court Administrator for General Jurisdiction Trial Court within five days after the date the decision is received. The appellant shall also file a copy of the appeal with the Contracts Officer.

B. Content of Appeal. The appeal shall contain: 1) The information set forth in paragraph 1 above, including the identification of protected information in the manner set forth above; 2) A copy of the decision of the Contracts Officer; and, 3) The precise factual or legal error in the decision of the Contracts Officer from which an appeal is taken.

6. Notice of Appeal

A. The Court Administrator for General Jurisdiction Trial Court shall immediately give notice of the appeal to interested parties.

B. The Court Administrator for General Jurisdiction Trial Court shall upon request furnish copies of the appeal to those named in the appeals subject to E.2.A above.

7. Stay of Procurement During Appeal

If a stay was issued pursuant to E.1 above, the filing of an appeal shall automatically continue the stay unless the Court Administrator for General Jurisdiction Trial Court makes a written determination that the award of the request for proposal without delay is necessary to protect substantial interests of the Judicial Branch.

8. Judicial Branch Report.

A. The Contracts Officer shall file a complete report on the appeal with the Court Administrator for General Jurisdiction Trial Court within ten days after the date the appeal is filed. At the same time, the Contracts Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties who have responded to the notice given pursuant to paragraph 6 above. The report shall contain copies of:

1. The appeal;
2. The request for proposal submitted by the appellant.
3. The request for proposal of the firm that is being considered for award.
4. The solicitation, including the specifications or portions relevant to the appeal;
5. The abstract of proposals or relevant portions;
6. Any other documents that are relevant to the protest; and,
7. A statement by the Contracts Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

C. Extension for filing of report. 1) The Contracts Officer may request in writing an extension of the time period setting forth the reason for extension. 2) The Court Administrator for General Jurisdiction Trial Court's determination on the request shall be in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for the submission of the report. The Court Administrator for General Jurisdiction Trial Court shall notify the Contracts Officer and the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

D. Comments on the Report. 1) The appellant shall file comments on the Judicial Branch report with the Court Administrator for General Jurisdiction Trial Court within seven days after receipt of the report. Appellant shall provide copies of comments to the Contracts Officer of the Purchasing agency and other interested parties. 2) The Court Administrator for General Jurisdiction Trial Court may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in paragraph 5.1.5.10 stating the reason an extension is necessary. The Court Administrator for General Jurisdiction Trial Court's determination on the request shall be in writing, state the reasons for the determination, and if the extension is granted, set forth a new date for the filing of comments. The Court Administrator for General Jurisdiction Trial Court shall notify the Contracts Officer of any extension.

9. Hearing. **The hearing on appeal of request for proposal protest decisions shall be conducted as contested cases pursuant to these rules.** The Court Administrator for General Jurisdiction Trial Courts shall designate a Hearing Officer to hear the appeal. The Hearing Officer shall make recommended findings of fact and conclusions of law to the Court Administrator for General Jurisdiction Trial Court and the Court Administrator for General Jurisdiction Trial Courts shall render a final decision. The Hearing Officer shall make written recommendations to the Court Administrator within 20 days of the final hearing date. The Court Administrator shall make a final decision with 20 days of the date it receives the Hearing Officers recommendations.

Remedies. If the Court Administrator for the General Jurisdiction Trial Court sustains the appeal in whole or part and determines that a solicitation, proposed award, or award does not comply with procurement statutes and regulations, remedies shall be implement pursuant to paragraph 6C above.

3.31 **RIGHTS IN DATA:**

The Court shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.32 **SECURITY AND PRIVACY:**

The Offeror agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such

information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Court shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Offeror shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.33 OFFEROR RESPONSIBILITY:

The Offeror will be responsible for any damages whatsoever to Court property as applicable when such property is the responsibility or in the custody of the Offeror, his employees or subcontractors.

3.34 OFFEROR LICENSE REQUIREMENT:

The Offeror shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same.

3.35 AMPLIFYING DATA:

Should any Offeror wish to submit amplifying data with this proposal, a statement should be made on the bottom of the proposal that such amplifying material is a part of the proposal and attach material to the proposal form(s).

3.36 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the Court upon due notice of deficiency.

3.37 DELIVERY:

It shall be the Offeror's responsibility to meet the Court's delivery requirements, even if the Offeror finds it necessary to purchase on the open market or to incur additional freight costs. Court reserves the right to obtain material on the open market in the event the Offeror fails to make delivery and any price differential will be charged against the Offeror.

3.38 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the Court may offset from any money due to the Offeror any amounts Offeror owes to the Court for damages resulting from breach or deficiencies in performance under this contract.

3.39 PROVISIONS OF PROPOSAL DOCUMENTS:

All proposals must comply with and not deviate from the provisions of the proposal documents. Failure to meet a material requirement of the proposal documents shall be reason for rejection of a proposal.

3.40 INCURRING COSTS:

The Court is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel.

3.41 PUBLIC RECORD:

All information submitted relating to this proposal, except for proprietary information, shall become part of the public record.

3.42 CONFORMANCE TO THE JUDICIAL PROCUREMENT CODE:

If any Offeror believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Judicial Procurement Code, Administrative Order No. 2000-071, to secure an administrative determination on this point.

3.43 PAYMENT:

Billings for services shall be rendered monthly and payment will be in accordance with the procedures established by the Court, unless otherwise agreed upon terms shall be net 30 days.

Clients placed on the electronic monitoring program will be classified by Adult Probation/Pretial Services (the department) as either self-payers or those paid for by the department. The department will notify Contractor as to the payment classification of each client prior to placement on electronic monitoring. Arrangements for billing and payments must be made directly between Contractor and self-paying clients. Self-paying clients will be billed at the same rate as established for the department. Contractor will notify the department, by letter or e-mail, as to any client who becomes delinquent in payment. Until further notice, notification regarding client delinquencies should be sent to: Taylor Pyle, Pretial Services or Marty Soto, Adult Probation (tpyle@superiorcourt.maricopa.gov or msoto@apd.maricopa.gov (email)). Billing for electronic monitoring of clients who are paid for by the department should be sent to: Court Purchasing, 111 W. Third Avenue, Phoenix, AZ 85003.

The A.R.S. 12-821.01 and A.R.S. 11.628 apply, in which it states that no invoices over six (6) months old may be submitted. If an error is found on an invoice, the original will be sent back for correction and the six months will begin at that time.

3.44 KEY PERSONNEL:

It is essential that the Contractor provide an adequate staff of experienced, certified personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must provide specific individuals to be available for monitoring assignment. New personnel must receive prior written approval by the Electronic Monitoring Manager, before beginning with a contract project.

All Contractors must undergo a security screening prior to working in the Courts.

3.45 ATTIRE:

All vendor personnel must be dressed at all times in appropriate business attire when performing a reporting assignment.

3.46 EMPLOYEES OF THE CONTRACTOR:

Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. The Court requires security screening of all employees performing work at its locations. The Contractor must furnish the Court a current Name, Date of Birth, Social Security Number, Phone Number and Address. All Contractor employees shall wear picture identification badges issued by the Court on outside of clothing at all times.

3.47 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only certified, experienced, responsible and capable people in the performance of the work. The Court may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Court.

3.48 EVALUATION CRITERIA:

The evaluation of this proposal will be based on but not limited to the following:

- A. Cost
- B. Meets all technical requirements of this RFP.
- C. Performance of system with a test of 6 units for 6 weeks
- D. References

3.49 **AWARD:**

The Court reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the Court's best interest.

3.50 **VALIDITY PERIOD:**

All pricing shall be held firm for a minimum period of 90 days after proposal opening.

3.51 **INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The Court is interested in allowing the resulting contract to be utilized by other judicial agencies. Please indicate on the pricing page your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

3.52 **ENCLOSURES OF PROPOSAL DOCUMENTS:**

Offerors should review their proposals prior to submission to assure that the following documents are enclosed.

- a. **Letter of Transmittal - Limit to 2 pages**
- b. **Profile of Offeror**
- c. **Pricing Page, Section 4.0**
- d. **Agreement, Attachment A**
- e. **Professional References, Attachment B**
- f. **Responses to Questions/Specification, Attachment C**
- g. **Projected timeline for implementation of Testing with any requirements that the Court is to provide.**
- h. **Provide current catalog and pricing sheets for equipment proposed.**

3.53 **PRICE REDUCTIONS:**

By submitting a proposal in response to this solicitation, Offerors agree to guarantee that Court is receiving the lowest price offered by your company to other customers **for similar SERVICES at comparable volumes in a similar geographic area.** If at any time during the contract period your company offers a lower price to another customer, notification and a price adjustment must be offered to the Court. The Court shall reserve the right to take any or all of the following actions if such notification is not made:

- 3.53.1 Cancel the contract, if it is currently in effect.
- 3.53.2 Determine the amount, which the Court was overcharged, and submit a request for payment from the Offeror for that amount.
- 3.53.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

3.54 **CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this contract. The Contracts Office and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Offerors should know in the bidding process that the successful Offeror would be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Offeror by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Offeror/user relationship will exist when within compliance and the contract administration process should be transparent.

3.55 **REGISTRATION:**

Offerors are required to be registered with Court prior to receiving an award for any Court Business. Failure to comply with this requirement will cause your proposal to be declared non-responsive. Registration Forms are

ELECTRONIC MONITORING SERVICES

available on the Court website: www.superiorcourt.maricopa.gov or by calling (602) 506-8124.

3.56 **INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Attn: Pollie Coons
125 W. Washington
3rd Floor, Suite 318
Phoenix, Arizona 85003

Telephone inquiries shall be addressed to:

Pollie Coons - (602- 506-8124)

(OFFERORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS)**4.0 PRICING:**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT ____ YES ____ NO

In accordance with the Specifications:

PROMPT PAYMENT DISCOUNT:

The Court, through its "Continuous Improvement Initiatives" has identified Offeror Payment as a process requiring attention and improvement. The Court has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Offerors are strongly encouraged to offer Court a Cash Discount for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

Terms: Less _____ percent 30 days, or _____

EQUIPMENT DESCRIPTION	QUANTITY – ESTIMATE	UNIT	TOTAL DAILY RATE
CONTINUOUS SIGNALING	1-130	EACH	\$ _____/DAY
ELECTRONIC MONITORING	130 +	EACH	\$ _____/DAY
MONITORING SERVICE IF CLIENT DOES NOT HAVE A PHONE	1-30	EACH	\$ _____/DAY
	30+	EACH	\$ _____/DAY
MOBILE DRIVE-BY MONITORING UNIT	8 REQUIRED	EACH	\$ _____/DAY
	8+	EACH	\$ _____/DAY
ALCOHOL MONITORING	1-30	EACH	\$ _____/DAY
	30+	EACH	\$ _____/DAY
ALCOHOL MONITORING WITH ELECTRONIC MONITORING	1-30+	EACH	\$ _____/DAY
	30+	EACH	\$ _____/DAY

ATTACHMENT A
AGREEMENT

The Offerors hereby certify that they have read, understand, and agree that acceptance by Court of the Offeror's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to comply with all terms and conditions as set forth in the Judicial Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific agreement.

FIRM SUBMITTING PROPOSAL			FEDERAL TAX ID NUMBER
PRINTED NAME AND TITLE			AUTHORIZED SIGNATURE
ADDRESS		TELEPHONE	FAX
CITY	STATE	ZIPCODE	DATE

SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY

BY:

DATE:

BY:

COLIN F. CAMPBELL
PRESIDING JUDGE

APPROVED AS TO FORM

ARIZONA STATE
ATTORNEY GENERAL

DATE

ATTACHMENT B
OFFEROR REFERENCES
MUST HAVE A MINIMUM OF TWO (2) COMPARABLE CORRECTIONAL AGENCIES

1. COMPANY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE: ()
2. COMPANY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE: ()
3. COMPANY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE: ()
4. COMPANY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE: ()

ELECTRONIC MONITORING SERVICES

--

ATTACHMENT C

SPECIFICATIONS LISTED BELOW ARE THE MINIMUM REQUIREMENTS BY THE COURT. IT IS THE OFFEROR'S RESPONSIBILITY TO LIST AND CLEARLY DEMONSTRATE AND PRESENT ANY FEATURES THAT SHOW THAT ALL CRITERIA ARE MET OR EXCEEDED.

FUNCTION	DESCRIPTION	CAN MEET SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
On-Site Service	Capable of performing expert On-Site service. Capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of components fails to solve problem		
Training Procedures	Submit a copy of Training Procedures		
Operator Response	Must respond to equipment and system issues, including installation issues		
Scheduling	Must make required client schedule changes through various communication methods, e.g. Telephone, internet, fax		
Alert Notification	Alert notification includes system tampers, curfew violations and alcohol violations. All tampers and missed call messages will be reported to agency staff within 15 minutes of the monitoring center's receipt of those messages or as soon as possible thereafter.		
	OPTIONAL REQUIREMENTS		
Simultaneous monitoring	Multiple means for simultaneous monitoring of clients and be selectable on an individual basis by APD officer		
Alcohol detection	Monitoring system may contain a built in alcohol detection device as a component of monitoring options.		
Monitoring without telephone	Electronic monitoring system may be used with clients without telephone service by storing statuses by date and time for a designated time period to be collected at later date by APD officer		
Shared Data Base	System may provide for a shared or linked data base to the APD data base system for statistical information collection and reporting.		
	MAINTENANCE		
	On Site, On-Call Maintenance refers to two components. 1)- Expert technical support and service available via telephone 24/7 2)- Physical presence on site when problems are unable to be resolved via telephone or equipment replacement		

ELECTRONIC MONITORING SERVICES

FUNCTION	DESCRIPTION	CAN MEET SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Response Time	On-Site, On-Call Maintenance Response time one (1) hour via telephone, twenty-four (24) hours on site when situation warrants		
Replacement Equipment	Maximum Response Time – 48 hours Contractor shall pay all shipping expenses for replacement equipment		
Report Violations	Text message or email notification is required by Contract to officer or agency as directed.		

Back Up System	Monitoring system shall have a back up system, access to an alternative power source and a secured environment.		
Archive	Must have a system to save and archive the monitoring records generated from the computer system for a minimum period of five (5) years. Confidentiality of program clients' records shall not be compromised or altered. System access through internet base.		
Field Offices	Must provide all essential equipment and tool kits (if required) for the operation and maintenance of equipment in field offices		
On a Continuous Basis 24/7	All curfew and equipment status alerts in excess of 30 minutes will be reported to agency staff immediately, by telephone, upon completion of a 30 minute period from the occurrence of the Alert Conditions or as soon as possible thereafter.		
Back Up Reporting	RF system shall have the capability to store statuses for later reporting during periods of loss of power or telephone services		
Transmission System	System shall have the capability to do random and scheduled calls as voice verification confirmation call back of the defendant when incidents and violations are reported.		
Random Verification	System shall have the capability to do random and scheduled calls as voice verification confirmation call back of the defendant when incidents and violations are reported.		

ELECTRONIC MONITORINGSERVICES

FUNCTION	DESCRIPTION	CAN MEET SPECIFICATION YES/NO	DESCRIPTION OF HOW COMPANY CAN MEET THIS SPECIFICATION
Daily Notification	System shall have the ability to record, store and notify agency staff of all statuses daily. Incidents and violations shall be reported immediately by selected means.		
Internet Availability	System shall have the ability to record schedule changes of defendant by the officer.		
BILLING			
Monthly billing	Billing shall reflect Clients name, dates of service, type of equipment		
Self Pay billing	Ability to bill separately individual clients		